

## ATTACHMENT (A) EMERGENCY CONTRACT SPECIAL TERMS & CONDITIONS

THE OFFICE OF STATE PURCHASING INTENDS TO ESTABLISH CONTRACTS THAT WOULD PERMIT THE STATE TO RENT ALL EQUIPMENT & PERSONNEL, ALONG WITH THE LOGISTICAL SUPPORT & MANAGEMENT REQUIREMENTS STATED IN THE INVITATION TO BID. THESE CONTRACTS WILL PERMIT STATE AGENCIES, QUASI AGENCIES, AND OTHER POLITICAL SUBDIVISIONS AUTHORIZED BY LAW TO RENT ITEMS AND PERSONNEL UNDER THIS CONTRACT IN THE EVENT THAT AN EMERGENCY IS DECLARED.

### **\*\*EMERGENCY CONTINGENCY CONTRACT SPECIAL TERMS AND CONDITIONS\*\***

1. CONTRACT WILL BE UTILIZED ONLY IN THE EVENT THAT AN EMERGENCY IS DECLARED BY THE GOVERNOR OF THE STATE OF LOUISIANA IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA.
2. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN, OR HAVE AVAILABLE FOR HIS OWN USE AN INVENTORY SUFFICIENT TO MAKE SHIPMENT WITHIN NO MORE THAN TWENTY-FOUR (24) TO SEVENTY-TWO (72) HOURS AFTER RECEIVING ORDERS ON THIS CONTRACT THAT ARE FOR PRE-POSITIONING. ALL SUBSEQUENT ORDERS SHALL BE DELIVERED WITHIN TWENTY-FOUR (24) HOURS, UPON AGENCY REQUEST.
3. FEMA REIMBURSEMENT RATE METHOD: AT TIMES OF DECLARED THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAY APPROVE REIMBURSEMENT RATES FOR CONTRACTORS PROVIDING PRODUCTS AND SERVICES TO STATE AND LOCAL GOVERNMENTS. IN THE EVENT FEMA ESTABLISHES SUCH RATES, THE STATE AND CONTRACTOR AGREE TO ACCEPT THE LESSER OF EITHER THE CONTRACT PRICE OR FEMA RATES WHICH ARE IN EFFECT FOR THE PERIOD OF THE EMERGENCY.
4. STATE AGENCIES, QUASI STATE AGENCIES AND OTHER POLITICAL SUBDIVISIONS AUTHORIZED BY LAW ARE ADVISED TO USE THIS CONTRACT IN TIMES OF A DECLARED EMERGENCY. ENTITIES SHOULD CAREFULLY CONSIDER OTHER CONTRACT ALTERNATIVES, IF THE TIME PERMITS, TO DETERMINE THE CONTRACT METHOD THAT BEST SERVES THE NEEDS OF THE STATE. THE EMERGENCY CONTINGENCY CONTRACTS ARE INTENDED TO COMPLEMENT, NOT REPLACE, EXISTING CONTRACTS.
5. RENTAL RATES SHALL TERMINATE UPON NOTIFICATION TO THE VENDOR BY THE AGENCY FOR RETRIEVAL OF EQUIPMENT.
6. WEEKLY RATES SHALL BE PRORATED ON A DAILY BASIS.

DESIRED DELIVERY: DESIRED DELIVERIES SHOULD BEGIN WITHIN (24) TWENTY-

FOUR HOURS AFTER RECEIPT OF ORDER (ARO) AND F.O.B. DESTINATION.

DELIVERY TIME: 24-72 HOURS ARO

WE RESERVE THE RIGHT TO ESTABLISH REASONABLE REROUTING AND DETAINMENT RATES USING THE LOWEST REROUTING AND DETAINMENT RATES OF THE RESPONSIVE BIDDERS AS A BENCHMARK.

ADDITIONAL DELIVERY CHARGES, IF APPLICABLE: PLEASE SPECIFY BELOW YOUR APPLICABLE DELIVERY RELATED CHARGES AS MAY APPLY TO THIS CONTRACT. **FAILURE TO SUPPLY APPLICABLE CHARGES BELOW WILL INDICATE VENDOR IS SUPPLYING THE SERVICE/COMMODITY AT NO ADDITIONAL CHARGE (\$0.00) TO THE STATE OF LOUISIANA:**

1. DELIVERY DETAINMENT CHARGES: \$\_\_\_\_\_ PER HOUR, BEYOND A FOUR (4) DELAY. IF YOUR DELIVERY IS UNREASONABLY DELAYED IN LOADING OR UNLOADING AT DELIVERY DESTINATION, BEYOND (4) FOUR HOURS, SPECIFY WHETHER A SEPARATE HOURLY DELIVERY DETAINMENT CHARGE WILL BE ASSESSED.
2. DELIVERY REROUTING CHARGES: \$\_\_\_\_\_ FLAT FEE OR \$\_\_\_\_\_ PER MILE, TRUCKS MUST BE ABLE TO BE REROUTED DURING TRANSIT, IF DEEMED NECESSARY. QUOTE YOUR COMPANY'S REROUTING FLAT FEE, AND/OR CHARGE PER MILE.

REAL TIME TRACKING: VENDOR SHOULD HAVE REAL TIME TRACKING CAPABILITY TO IDENTIFY, VERIFY AND TRACE EACH SHIPMENT AS IT MOVES FROM ORDER PLACEMENT TO DESTINATION DELIVERY. THIS IS SIGNIFICANT DURING AN

EMERGENCY SITUATION, IN CASE THE NEED TO REROUTE, DIVERT, OR OTHER RELATED SHIPPING DETAILS MUST BE CONVEYED TO THE SHIPPER, AND/OR RECEIVER OF GOODS AND/OR SERVICES.

**EMERGENCY CONTACT INFORMATION NEEDED:**

CONTACT PERSON(S) WHO WILL BE RESPONSIBLE FOR ADMINISTERING THIS CONTRACT.

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

CELL: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ALTERNATE EMERGENCY CONTACT:

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

CELL: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ALTERNATE LOCATIONS: \_\_\_\_\_

VENDOR(S) MUST BE AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK INCLUDING WEEKENDS AND HOLIDAYS DURING THE TERM OF THE CONTRACT, FOR ORDER PLACEMENT AND DELIVERY.

**INVOICE SUPPORT**

IN ORDER TO FACILICATE PAYMENT OF INVOICES VENDORS ARE TO:

- SECURE EVIDENCE OF DELIVERY WHICH SHOULD INCLUDE THE PRINTED NAME, SIGNATURE, AND CONTRACT INFORMATION FOR THE PERSON ACCEPTING DELIVERY. THE VENDOR MUST HAVE THEIR EQUIPMENT INVENTORIED AND VALIDATED BY THE PARISH EMERGENCY MANAGER, AN AUTHORIZED DESIGNEE, OR A GOHSEP LOGISTICS REPRESENTATIVE TO ASSURE ALL PROPER EQUIPMENT WAS DELIVERED.
- THE EQUIPMENT DELIVERY SHALL NOT BE DELAYED DUE TO LACK OF SIGNATURE BY THE PARISH OR STATE BUT TIMELY PAYMENT IS CONTINGENT UPON PROOF OF DELIVERY AND RECEIPT.

- PRODUCE, UPON REQUEST, BILLS OF LADING, DRIVER LOGS, AND TRIP SHEETS TO VERIFY INVOICE.
- REFERENCE THE PURCHASE ORDER NUMBER IN THE INVOICE; VENDOR SHOULD ALSO INCLUDE CONTRACT NUMBERS AND COMMODITY DESCRIPTIONS.

FAILURE TO COMPLY WILL CAUSE DELAY IN PAYMENT.

PALLETS CONTAINING ITEMS THAT ARE DELIVERED ON THIS CONTRACT BECOME THE PROPERTY OF THE STATE OF LOUISIANA AT NO ADDITIONAL COST.

\*\*\*\*\*ADDITIONAL INFORMATION & REQUIREMENTS\*\*\*\*\*

SUCCESSFUL VENDOR SHALL PROVIDE THE FOLLOWING COORDINATION AND LOGISTIC RESOURCES:

- LOGISTIC OFFICER AT GOHSEP WITH ARRIVAL WITHIN 24 HOURS OF REQUEST FOR THE DURATION OF THE DECLARED EMERGENCY.
- PARTICIPATE IN TELEPHONE CONFERENCE CALLS TO COORDINATE WITH GOHSEP LOGISTICS MANAGER AS NEEDED.
- ESTABLISH A SINGLE POINT OF CONTACT BETWEEN THE CONTRACTOR AND THE STATE.
- COORDINATE WITH APPROPRIATE REPRESENTATIVES OF GOHSEP STAFF. CONTACT NAMES, TELEPHONE NUMBERS, AND E-MAIL ADDRESSES WILL BE PROVIDED TO THE SUCCESSFUL CONTRACTOR(S).
- PARTICIPATE IN A LEAST ONE (1) TWO-DAY TRAINING EXERCISE ANNUALLY
- TO VALIDATE PLANS, AT SITE DESIGNATED BY GOHSEP AT NO ADDITIONAL COST TO THE STATE.
- PROVIDE ADEQUATE STAFF FOR SUSTAINED LONG-TERM OPERATIONS.
- PROVIDE MANAGEMENT FOR DISASTER RESPONSE OPERATIONS TO INCLUDE EQUIPMENT, ASSESSMENT, INSTALLATION, MAINTENANCE, FUELING, OPERATORS OF EQUIPMENT AS NEEDED, MOBILIZATION, DE-MOBILIZATION, AND STAGING.